

Dillenberg Farms Tolling Agreement

**STATUTE OF LIMITATIONS TOLLING AGREEMENT BETWEEN THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, EO: THE  
ENVIRONMENTAL QUALITY COMPANY, DILLENBERGER FARMS, INC., THE  
ESTATE OF JAMES DILLENBERGER AND THE JAMES L. DILLENBERGER  
REVOCABLE TRUST  
RELATING TO  
PROPERTY LOCATED AT 6664 A ROAD, VALMEYER, ILLINOIS.**

The United States Environmental Protection Agency (EPA), Dillenberg Farms, Inc., The Estate of James Dillenberg and the James L. Dillenberg Revocable Trust and all of their predecessors, successors, subsidiaries, parent companies, affiliates, d/b/as, divisions, branches, offices, facilities, committees, trusts, partnerships or joint ventures in which they have any interest, (collectively, "Signers"), agree to suspend the running of the statute of limitations for any legal action the federal government might initiate, civil or administrative, arising from persons discharging fill material into navigable water, including but not limited to Moredock Lake, its adjoining shorelines, tributaries and wetlands, on or after November 27, 2012 from the Site. The Site is real estate commonly referred to as the Dillenberg Farm and located in sections 26, 27 and 24 of Township 2 South, Range 11 west of the Third Principle Meridian, Monroe County, Illinois and more specifically described in Corporate Warranty Deed recorded as Document No. 366573, Monroe County Recorder of Deeds. The Parties enter into this Tolling Agreement with respect to any claims that EPA may have against the Signers, at the Site pursuant to Sections 301 and 404 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1344 (the "Tolled Claims"), without thereby altering the claims or defenses available to either EPA or the Signers, except as specifically provided herein.

Specifically, the parties agree the time period from November 1, 2012 – November 27, 2017, (the Tolled Period"), is hereby excluded from any calculation of time made for the

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purposes of determining the statute of limitations applicable to any action under the laws of the United States for any legal action described above.

The Signers expressly waive their right to raise any defense based, in whole or in part, on the claim that a legal action filed against them by EPA expired where the Tolloed Period is included in the calculation of time between the commission of the alleged violation and the initiation of the legal action based upon it.

Signers do not hereby waive any statute of limitations or other similar defense which arose prior to November 1, 2012.

This Tolling Agreement does not constitute any admission of any fact, conclusion of law or liability, by any Party to this tolling agreement. Nor does this Tolling Agreement constitute any admission or acknowledgement on the part of EPA that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the tolled claims. This Tolling Agreement may not be modified except in a writing signed by both the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the EPA in a complaint against the Signers or the date on which the EPA may file such a complaint, except as expressly stated herein.

This Tolling Agreement is not intended to affect any claims by or against third parties. This Tolling Agreement is effective upon execution by the undersigned, Signers.

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This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein. The undersigned representative(s) of the Signers certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the EPA, and upon Signers and their successors.

SIGNATURES

**DILLENBERGER FARMS, INC.** consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 5<sup>th</sup> day of May, 2017.



DILLENBERGER FARMS, INC.

5/5/17

Date

**ESTATE OF JAMES DILLENBERGER**, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 5<sup>th</sup> day of May, 2017.




ESTATE OF JAMES DILLENBERGER

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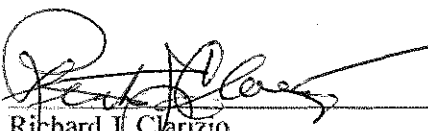
5/5/17  
Date

**THE REVOCABLE TRUST OF JAMES DILLENBERGER**, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 5<sup>th</sup> day of May, 2017.

  
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**THE REVOCABLE TRUST OF JAMES DILLENBERGER**

5/5/17  
Date

**The United States Environmental Protection Agency**, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 15<sup>th</sup> day of May, 2017.

  
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Richard J. Clarizio  
Associate Regional Counsel  
Section 3, Multimedia Branch 1  
Office of Regional Counsel  
USEPA, Region 5